

# EXHIBIT G

**Complaint to Quiet Title, for Injunctive Relief and for Violation of Nevada's Non-Judicial Foreclosure Laws; Eighth Judicial District Court, Clark County, Nevada Case A-19-791833-C, *Tracy R. Mitchusson v. MTC Financial Inc. d/b/a Trustee Corps. et al.***  
**(Filed March 27, 2019)**

# EXHIBIT G

1 COM

2 Tracy R. Mitchusson, TTEE  
3 The Tracy R. Mitchusson Trust dated 11/24/1999  
4 3520 Five Pennies Lane  
5 Las Vegas, Nevada 89120  
6 Plaintiff in Proper Person

CASE NO: A-19-791833-C  
Department 10

5 DISTRICT COURT  
6 CLARK COUNTY, NEVADA

7 Tracy R. Mitchusson, Trustee  
8 of The Tracy R. Mitchusson  
9 Trust dated 11/24/1999,

CASE NO.:  
DEPT. NO.:

10 Plaintiff,

11 vs.

12 MTC Financial Inc. dba Trustee  
13 Corps; Bank of New York  
14 Mellon; Bayview Loan  
15 Servicing, LLC, and, DOES 1-5,  
inclusive,

COMPLAINT TO QUIET TITLE, FOR  
INJUNCTIVE RELIEF AND FOR  
VIOLATION OF NEVADA'S NON-  
JUDICIAL FORECLOSURE LAWS

Defendants.

16 COMES NOW Plaintiff and for her Complaint against the  
17 Defendants, hereby alleges as follows:

18 JURISDICTION

19 1. Plaintiff is the trustee of a duly organized Nevada trust,  
20 which own real property located at 3520 Five Pennies Lane, Las  
21 Vegas, Nevada 89120 (the "Property").

22 2. Plaintiff is informed and believes MTC Financial Inc. dba  
23 Trustee Corps is duly authorized to conduct business in Clark  
24 County Nevada.

25 3. Plaintiff is informed and believes Bayview Loan Servicing,  
26 LLC is duly authorized to conduct business in Clark County,  
27 Nevada.

1       4. Plaintiff is informed and believes Bank of New York Mellon  
2 is duly authorized to conduct business in Clark County, Nevada  
3 and claims to be the holder of a note secured by deed of trust on  
4 the Property.

5. The true names and capacities of the Defendants DOES 1-5,  
inclusive, are unknown to Plaintiff, who, therefore, sues said  
Doe Defendants by said fictitious names. Plaintiff is informed,  
believes and thereon alleges that each of the Defendants  
designated in some manner as DOES are in some manner negligently,  
intentionally, statutorily, contractually, vicariously or  
otherwise responsible for the events and happenings referred to  
herein and caused damages directly and proximately to S&Z as and  
intends to sue such Parties. Plaintiff will ask leave of the  
Court to amend this Complaint to insert the true names of such  
DOE Defendants when the same have been ascertained.

## **GENERAL ALLEGATIONS**

18 6. Plaintiff realleges and incorporates by this reference  
19 paragraphs 1-4, inclusive, of this Complaint as though fully set  
20 forth herein.

21       7. Plaintiff owns the Property and is currently in default on  
22 the note.

23       8. Non-judicial foreclosure proceedings were commenced by the  
24 Defendants against the Property.  
25

26 9. Plaintiff requested and was granted entry to the State's  
27 foreclosure mediation program.

1 10. During the foreclosure mediation, Plaintiff repeatedly  
2 requested a copy of the note, which forms the basis of the non-  
3 judicial foreclosure proceedings.

12. The foreclosure mediation did not result in an agreement.

8  
9 13. Despite not being able to produce a copy of the note to  
10 Plaintiff, Defendants, apparently are proceeding with non-  
11 judicial foreclosure proceedings.

12       14. Plaintiff has been working with Defendants to obtain a  
13 modification of the loan and was informed recently that the  
14 modification was approved.

15. When Plaintiff attempted to complete the modification  
16 paperwork, Defendants told her the modification would not be  
17 granted and that the non-judicial foreclosure would proceed.

18       16. A non-judicial foreclosure sale is scheduled to take place  
19      on March 29, 2019.

20       17. Despite Defendants' knowledge of Plaintiff as the owner of  
21 the Property, Defendants have failed to comply with the legal  
22 requirements to proceed with a non-judicial foreclosure sale.

**FIRST CAUSE OF ACTION**  
(Quiet Title)

25 13. Plaintiff realleges and incorporates by this reference  
26 paragraphs 1-12 inclusive, of this Complaint as though fully set  
27 forth herein.

1 14. In order to protect Plaintiff's interest in the Property an  
2 order of the Court is necessary to determine the property  
3 interest of all the parties involved in this action.

4 15. Plaintiff is seeking to quiet title against the claims of  
5 Defendants as follows: the claims of Defendants are without any  
6 right whatever and said Defendants have no right, title, estate,  
7 lien, or interest whatever in the Property or any part thereof,  
8 including having no right to pursue a non-judicial foreclosure.

9       16. Plaintiff seeks to quiet title as of the date this Complaint  
10      is filed with the Court.

**SECOND CAUSE OF ACTION  
(Injunctive Relief)**

13 17. Plaintiff realleges and incorporates by this reference  
14 paragraphs 1-16 inclusive, of this Complaint as though fully set  
15 forth herein.

16       18. A preliminary injunction is available when the moving party  
17 can demonstrate that the nonmoving party's conduct, if allowed to  
18 continue, will cause irreparable harm for which compensatory  
19 relief is inadequate and that the moving party has a reasonable  
20 likelihood of success on the merits. See NRS 33.010; *University*  
21 *Sys. v. Nevadans for Sound Gov't*, 120 Nev. 712, 721, 100 P.3d  
22 179, 187 (2004); *Dangberg Holdings v. Douglas Co.*, 115 Nev. 129,  
23 142, 978 P.2d 311, 319 (1999). A district court has discretion in  
24 deciding whether to grant a preliminary injunction. *University*  
25 *Sys.*, 120 Nev. at 721, 100 P.3d at 187.

27       19. If the non-judicial foreclosure takes place as scheduled, it  
28       will result in irreparable harm for which compensatory relief is

1 inadequate as an interest in real property is unique.

2 19. Plaintiff enjoys a likelihood of prevailing on the merits as  
3 the Defendants have never been able to produce a copy of the note  
4 despite repeated requests and Defendants have failed to comply  
5 with the legal requirements to conduct a non-judicial foreclosure  
6 sale.

7 20. The District Court enjoys discretion in granting a  
8 preliminary injunction.

9 21. That an order of preliminary injunction be granted by the  
10 Court to enjoin the Trustee's Sale.

12                   **THIRD CAUSE OF ACTION**  
13                   **(Violation of Non-Judicial Foreclosure Laws)**

14 21. Plaintiff reallages and incorporates by this reference  
15 paragraphs 1-16 inclusive, of this Complaint as though fully set  
16 forth herein.

17 22. Nevada requires three foreclosure notices: a Notice of  
18 Default, a Danger Notice and a Notice of Sale.

19 23. At least sixty (60) days prior to a non-judicial foreclosure  
20 sale, the Danger Notice must be properly served.

21 24. The Danger Notice must include a copy of the note. NRS  
22 107.085.

23 25. Plaintiff was never personally served with a copy of the  
24 Danger Notice.

25 26. There was never any substituted service of the Danger Notice  
26 on a person of suitable age and discretion.

27 27. The Danger Notice was never posted at the Property.

1       28. Defendants do not possess the note and the Danger Notice was  
2       never served because Defendants cannot comply with NRS 107.085  
3       because they do not possess the note.

4       29. The Notice of Sale was never properly served as required by  
5       NRS Chapter 107.

6       30. Following the foreclosure mediation, wherein Defendants  
7       failed to produce a copy of the note despite repeated requests,  
8       Plaintiff pursued a modification of the note.

9       31. Plaintiff was never notified of any non-judicial foreclosure  
10      sale and was informed her request to modify had been granted.

12      32. When Plaintiff attempted to execute the modification  
13      documents, she was informed by Defendants that a modification has  
14      in fact not been approved and that a foreclosure sale was  
15      scheduled for March 29, 2019.

16      33. Plaintiff was never personally served with a copy of the  
17      Notice of Sale.

18      34. There was never any substituted service of the Notice of  
19      Sale on a person of suitable age and discretion.

20      35. The Notice of Sale was never posted at the Property.

21      36. Plaintiff immediately took steps to initiate this civil  
22      action.

23      37. Plaintiff should be granted all damages permitted for  
24      Defendants' repeated failure to observe Nevada's non-judicial  
25      foreclosure laws.

27      / / /  
28      / / /

## **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment against the Defendant as follows:

1. For a judgment that Plaintiff is the owner in fee simple of  
5 the Subject Property and that the Defendants have no ownership  
6 interest in the property;
  - 7
  2. For injunctive relief preventing Defendants, or any of them,  
8 from extinguishing Plaintiff's interest in the subject real  
9 property.
  - 10
  3. For reasonable attorneys fees and costs;
  - 11
  4. For such other and further relief as to the Court may deem  
12 appropriate in the premises.
  - 13

DATED the 27<sup>th</sup> day of March, 2019.

Tracy R. Mitchusson, TTEE  
The Tracy R. Mitchusson Tr  
3520 Five Pennies Lane  
Las Vegas, Nevada 89120  
Plaintiff in Proper Person